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09/054,180	04/01/1998	BRIAN J. REISTAD	06543035001	2217

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EXAMINER	
SOUGH, HYUNG SUB	
ART UNIT	PAPER NUMBER
2161	

DATE MAILED: 03/20/2002

Please find below and/or attached an Office communication concerning this application or proceeding.

Office Action Summary	Application No.	Applicant(s)	
	09/054,180	REISTAD ET AL.	
	Examiner	Art Unit	
	Hyung S. Sough	2161	

-- The MAILING DATE of this communication appears on the cover sheet with the correspondence address --

Period for Reply

A SHORTENED STATUTORY PERIOD FOR REPLY IS SET TO EXPIRE 3 MONTH(S) FROM THE MAILING DATE OF THIS COMMUNICATION.

- Extensions of time may be available under the provisions of 37 CFR 1.136 (a). In no event, however, may a reply be timely filed after SIX (6) MONTHS from the mailing date of this communication.
- If the period for reply specified above is less than thirty (30) days, a reply within the statutory minimum of thirty (30) days will be considered timely.
- If NO period for reply is specified above, the maximum statutory period will apply and will expire SIX (6) MONTHS from the mailing date of this communication.
- Failure to reply within the set or extended period for reply will, by statute, cause the application to become ABANDONED (35 U.S.C. § 133).
- Any reply received by the Office later than three months after the mailing date of this communication, even if timely filed, may reduce any earned patent term adjustment. See 37 CFR 1.704(b).

Status

1)☒ Responsive to communication(s) filed on *11 January 2002* .

2a)☒ This action is **FINAL**. 2b)☐ This action is non-final.

3)☐ Since this application is in condition for allowance except for formal matters, prosecution as to the merits is closed in accordance with the practice under *Ex parte Quayle*, 1935 C.D. 11, 453 O.G. 213.

Disposition of Claims

4)☒ Claim(s) *3,12-37 and 39-63* is/are pending in the application.

4a) Of the above claim(s) _____ is/are withdrawn from consideration.

5)☐ Claim(s) _____ is/are allowed.

6)☒ Claim(s) *3,12-37 and 39-63* is/are rejected.

7)☐ Claim(s) _____ is/are objected to.

8)☐ Claims _____ are subject to restriction and/or election requirement.

Application Papers

9)☐ The specification is objected to by the Examiner.

10)☐ The drawing(s) filed on _____ is/are objected to by the Examiner.

11)☐ The proposed drawing correction filed on _____ is: a)☐ approved b)☐ disapproved.

12)☐ The oath or declaration is objected to by the Examiner.

Priority under 35 U.S.C. § 119

13)☐ Acknowledgment is made of a claim for foreign priority under 35 U.S.C. § 119(a)-(d).

a)☐ All b)☐ Some * c)☐ None of:

1.☐ Certified copies of the priority documents have been received.

2.☐ Certified copies of the priority documents have been received in Application No. _____ .

3.☐ Copies of the certified copies of the priority documents have been received in this National Stage application from the International Bureau (PCT Rule 17.2(a)).

* See the attached detailed Office action for a list of the certified copies not received.

14)☐ Acknowledgement is made of a claim for domestic priority under 35 U.S.C. & 119(e).

Attachment(s)

15)☐ Notice of References Cited (PTO-892)
16)☐ Notice of Draftsperson's Patent Drawing Review (PTO-948)
17)☐ Information Disclosure Statement(s) (PTO-1449) Paper No(s) _____ .
18)☐ Interview Summary (PTO-413) Paper No(s). _____ .
19)☐ Notice of Informal Patent Application (PTO-152)
20)☐ Other: .

Claim Rejections - 35 USC § 112

1. The following is a quotation of the second paragraph of 35 U.S.C. 112:

> The specification shall conclude with one or more claims particularly pointing out and distinctly claiming the subject matter which the applicant regards as his invention.

2. Claims 23-33 are rejected under 35 U.S.C. 112, second paragraph, as being indefinite for failing to particularly point out and distinctly claim the subject matter which applicant regards as the invention.

Claim 23, line 1, "the digital coupon" does not have proper antecedent basis.

Claim Rejections - 35 U.S.C. § 103

3. The following is a quotation of 35 U.S.C. 103(a) which forms the basis for all obviousness rejections set forth in this Office action:

> (a) A patent may not be obtained though the invention is not identically disclosed or described as set forth in section 102 of this title, if the differences between the subject matter sought to be patented and the prior art are such that the subject matter as a whole would have been obvious at the time the invention was made to a person having ordinary skill in the art to which said subject matter pertains. Patentability shall not be negatived by the manner in which the invention was made.

4. Claims 3, 12-15, 17, 18, 20-23, 28, 34-37, 39-42, 44, 45, 47-50, 55 and 61-63 are rejected under 35 U.S.C. 103(a) as being unpatentable over Sirbu et al. (Sirbu hereinafter: US PAT. 5,809,144) in view Storey (US PAT. 5,774,870) and Mital (US PAT. 5,903,652).

- Re claims 3, 23, 34, 35, 36, 37, 50, 61, 62, and 63: Sirbu discloses an electronic commerce system (i.e., apparatus for purchasing and delivering goods) having a client

computer (10), a server computer (12 and 16) interconnected to the client computer (10) by a public packet switched communications network (i.e., Internet), wherein the client computer (10) is programed to transmit to the server computer (12 and 16) an order acceptance request comprising a plurality of terms or conditions of a proposed offer for a purchase protected by cryptographic security codes and the server computer (12 and 16) is programed to process the order acceptance request based on preprogramed criteria (i.e., negotiating step) including authentication of the cryptographic codes (see col. 1, line 61-col. 2, line 62). Further, Sirbu discloses the claimed method of processing order acceptance requests in the electronic commerce system (col. 1, line7 - col. 2, line 62). Thus, the system and the method of Sirbu differ from the construction claimed in the following respect: Sirbu does not explicitly disclose that the message transmitted between the client computer and the server computer includes a plurality of modular elements individually protected by cryptographic security codes and at least one of the modular elements individually protected by a cryptographic security code being a coupon. However, Storey discloses one of payment instructions (i.e., the use of a credential issued to a customer to provide discounts to special groups being a digital coupon, i.e., gift certificate, and electronically sent to a recipient without using a conventional mail (see col. 6 line 63 - col. 7, line 15) and Mital teaches the use of a secured transaction system, wherein the message transmitted between the client computer and the server computer includes a plurality of modular elements individually protected by cryptographic security codes to preserve transaction confidentially while allowing low-cost, easily accessible networks to

provide routing, backup and auditing services (col. 3, lines 29-40). Thus, it would have been obvious to one of ordinary skill in the art to modify the system and method of Sirbu by adopting the teachings of Storey and Mital to deliver the digital coupon faster, to reduce the overall cost of issuing the digital coupon by eliminating the use of paper and stamp and to preserve transaction confidentially while allowing low-cost, easily accessible networks to provide routing, backup and auditing services. Further, it would have been obvious to one having ordinary skill in the art at the time the invention was made to employ separate protection security codes for each element rather than one protection security code for the entire elements, since it has been held that constructing a formerly integral structure in various elements involves only routine skill in the art. *Nerwin v. Erlichman*, 168 USPQ 177, 179.

- Re claims 12 and 39: Sirbu teaches the use of a cryptographic checksum for the credential (i.e., the digital coupon) for the security reason (see col. 14, lines 58-67). However, as shown by Storey, it is known to use the client computer (i.e., recipient's computer) programmed to receive the digital coupon (i.e., gift certificate) from another computer (i.e., user's computer). Thus, it would have been obvious to one of ordinary skill in the art to further modify the system and the method of Sirbu by adopting the teaching of Storey as

desired to send the gift certificate faster and to reduce the overall cost of issuing the gift certificate by eliminating the use of paper and stamp.

- Re claims 13 and 40: Sirbu discloses the digital coupon (i.e., a credential) which is configured to be used by any coupon holder that possesses the digital coupon, and wherein the server computer is programmed to accept the digital coupon without regard to identity of the coupon holder (see col. 14, lines 58-61).

- Re claims 14 and 41: Sirbu states that the credential (i.e., digital coupon) may optionally be restricted for use on a specific account (see col. 14, line 58 - col. 15, line 9).

- Re claims 15 and 42: In step 1 of Sirbu, the credential (i.e., digital coupon) is presented to merchants in the price request phase of the transaction protocol.

- Re claims 17 and 44: Sirbu discloses the server computer programmed to authenticate authority of the client computer using a basis authentication method (see col. 13, lines 35-39).

- Re claims 18 and 45: Sirbu discloses the server computer programmed to authenticate authority of the client computer using a client certificate (i.e., credential containing a cryptographic checksum of the account number: col. 14, line 58-67).

- Re claims 20 and 47: Sirbu discloses the server computer programmed to set at least one term of the order acceptance based on whether the digital coupon (i.e., a credential issued to a customer) is present in the order acceptance request (see col. 15, lines 15-18)

- Re claims 21 and 48: Sirbu discloses the system having the at least one term of the order acceptance response being a price (see col. 1, lines 45-66).

- Re claims 22 and 49: Sirbu discloses the server computer programmed to set at least one term of the order acceptance response based on whether the digital coupon (i.e., a credential issued to a customer) in the order acceptance request is particular type of digital coupon (see col. 15, lines 15-20).

- Re claims 28 and 55: As shown by Storey, it is known to use the client computer (i.e., recipient's computer) programmed to receive the digital coupon (i.e., gift certificate) from another computer (i.e., user's computer). Thus, it would have been obvious to one of ordinary skill in the art to modify the system and the method of Sirbu by adopting the teaching of Storey as desired to send the gift certificate faster and to reduce the overall cost of issuing the gift certificate by eliminating the use of paper and stamp.

5. Claims 16 and 43 are rejected under 35 U.S.C. 103(a) as being unpatentable over Sirbu in view of Storey and Mital as applied to claims 15 and 42 above, and further in view of Cook (US PAT. 5,860,068).

None of Sirbu, Storey and Mital explicitly disclose the use of SSL connection. However, Cook teaches the use of SSL connection (see col. 2, lines 57-59) to protect the transaction of the sensitive information (i.e., credit card number). Thus, it would have been obvious to one of ordinary skill in the art to employ the SSL connection for the claimed system to improve the security of the system.

6. Claims 26 and 53 are rejected under 35 U.S.C. 103(a) as being unpatentable over Sirbu in view of Storey and Mital as applied to claims 23 and 50 above, and further in view of Goldhaber et al. (Goldhaber hereinafter: US PAT. 5,794,210).

Storey further teaches the electronically informing the recipient of the transaction (see col. 7, lines 8-15) without explicitly disclosing the use of an icon for the gift certificate. However, Goldhaber discloses the use of an icon for a digital coupon to facilitate the transaction of the coupon. Thus, it would have been obvious to one of ordinary skill in the art to employ the icon for the gift certificate to the claimed system and the method as taught by Goldhaber to facilitate the transaction of the coupon in the claimed system and the method.

7. Claims 3, 12-15, 17-22, 37, 39-42, and 44-49 are rejected under 35 U.S.C. 103(a) as being unpatentable over Sirbu in view of Jovicic et al. (Jovicic hereinafter: US PAT. 5,855,007) in view of Mital.

- Re claims 3 and 37: Sirbu discloses an electronic commerce system (i.e., apparatus for purchasing and delivering goods) having a client computer (10), a server computer (12 and 16) interconnected to the client computer (10) by a public packet switched communications network (i.e., Internet), wherein the client computer (10) is programed to transmit to the server computer (12 and 16) an order acceptance request comprising a plurality of terms or conditions of a proposed offer for a purchase protected by cryptographic security codes and the server computer (12 and 16) is programed to process the order acceptance request based on preprogramed criteria (i.e., negotiating step) including authentication of the cryptographic

codes (see col. 1, line 61-col. 2, line 62). Further, Sirbu discloses the claimed method of processing order acceptance requests in the electronic commerce system (col. 1, line7 - col. 2, line 62). Thus, the system and the method of Sirbu differ from the construction claimed in the following respect: Sirbu does not explicitly disclose that the message transmitted between the client computer and the server computer includes a plurality of modular elements individually protected by cryptographic security codes and at least one of the modular elements individually protected by a cryptographic security code being a coupon. However, Jovicic teaches one of payment instructions (i.e., the use of a digital coupon) to attract customers while decreasing the amount of time and effort needed for using a conventional coupon (i.e., paper coupon: see col. 1, line 1 - col. 3, line 21) and Mital teaches the use of a secured transaction system, wherein the message transmitted between the client computer and the server computer includes a plurality of modular elements individually protected by cryptographic security codes to preserve transaction confidentially while allowing low-cost, easily accessible networks to provide routing, backup and auditing services (col. 3, lines 29-40). Thus, it would have been obvious to one of ordinary skill in the art to modify the system and method of Sirbu by adopting the teachings of Jovicic and Mital to attract customers while decreasing the amount of time and effort needed for using a conventional coupon and to preserve transaction confidentially while allowing low-cost, easily accessible networks to provide routing, backup and auditing services. Further, it would have been obvious to one having ordinary skill in the art at the time the invention was made to

employ separate protection security codes for each element rather than one protection security code for the entire elements, since it has been held that constructing a formerly integral structure in various elements involves only routine skill in the art. *Nerwin v. Erlichman*, 168 USPQ 177, 179.

- Re claims 12 and 39: Sirbu further teaches the use of cryptographic checksum for the credential (i.e., the digital coupon) for the security reason (see col. 14, lines 58-67). Jovicic further discloses the client computer (i.e., user's computer) is programmed to receive the digital coupon from another computer (i.e., Internet Coupon Server). Thus, it would have been obvious to one of ordinary skill in the art to further modify the system and the method of Sirbu by adopting the teaching of Jovicic as desired to send the gift certificate faster and to reduce the overall cost of issuing the gift certificate by eliminating the use of paper and stamp.

- Re claims 13 and 40: Sirbu discloses the digital coupon (i.e., a credential) which is configured to be used by any coupon holder that possesses the digital coupon, and wherein the server computer is programmed to accept the digital coupon without regard to identity of the coupon holder (see col. 14, lines 58-61).

- Re claims 14 and 41: Sirbu states that the credential (i.e., digital coupon) may optionally be restricted for use on a specific account (see col. 14, line 58 - col. 15, line 9).

- Re claims 15 and 42: In step 1 of Sirbu, the credential (i.e., digital coupon) is presented to merchants in the price request phase of the transaction protocol.

- Re claims 17 and 44: Sirbu discloses the server computer programmed to authenticate authority of the client computer using a basis authentication method (see col. 13, lines 35-39).

- Re claims 18 and 45: Sirbu discloses the server computer programmed to authenticate authority of the client computer using a client certificate (i.e., credential containing cryptographic checksum of the account number: col. 14, line 58-67).

- Re claims 19 and 46: Jovicic discloses the use of serial number for the digital coupon to determine whether the digital coupon has been previously used or not (see col. 10, line 46-col. 11, line 37). Thus, it would have been within the level of ordinary skill in the art to further modify the system and the method of Sirbu by adopting the teaching of Jovicic to facilitate the step of determining whether the digital coupon has been previously used or not.

- Re claims 20 and 47: Sirbu discloses the server computer programmed to set at least one term of the order acceptance based on whether the digital coupon (i.e., a credential issued to a customer) is present in the order acceptance request (see col. 15, lines 15-18)

- Re claims 21 and 48: Sirbu discloses the system having the at least one term of the order acceptance response being a price (see col. 1, lines 45-66).

- Re claims 22 and 49: Sirbu discloses the server computer programmed to set at least one term of the order acceptance response based on whether the digital coupon (i.e., a

credential issued to a customer) in the order acceptance request is particular type of digital coupon (see col. 15, lines 15-20).

8. Claims 23-25, 28-33, 50-52, and 55-60 are rejected under 35 U.S.C. 103(a) as being unpatentable over Sirbu in view of Jovicic and Mital as applied to claims 3 and 37 above, and further in view of Christensen et al. (Christensen hereinafter: US PAT. 5,710,886).

- Re claims 23 and 50: None of Sirbu, Jovicic and Mital explicitly discloses the digital coupon being a gift certificate. However, Christensen shows that a gift certificate is an equivalent item known in the art (see the Abstract). Therefore, because these two items were art-recognized equivalents at the time the invention was made, one of ordinary skill in the art would have found it obvious to substitute the gift certificate for the digital coupon as desired.

- Re claims 24 and 51: Jovicic discloses the use of serial number for the digital coupon to determine whether the digital coupon has been previously used or not (see col. 10, line 46-col. 11, line 37). Thus, it would have been within the level of ordinary skill in the art to modify the system and the method of Sirbu by adopting the teaching of Jovicic to facilitate the step of determining whether the digital coupon has been previously used or not.

- Re claims 25 and 52: Jovicic discloses the server computer programmed to ensure that the serial number has been used previously by checking a database in which the serial number is stored (see col. 2, lines 47-52 and col. 10, line 46-col. 11, line 37). Thus, it would have been within the level of ordinary skill in the art to further modify the system and the method

of Sirbu by adopting the teaching of Jovicic to facilitate the step of determining whether the digital coupon has been previously used or not.

- Re claims 28 and 55: Jovicic further discloses a first client computer (i.e., vendor's computer) is programmed to receive the gift certificate from a second client computer (i.e., user's computer) (see col. 8, lines 18-22). Thus, it would have been obvious to one of ordinary skill in the art to further modify the system and the method of Sirbu by adopting the teaching of Jovicic as desired to send the gift certificate faster and to reduce the overall cost of issuing the gift certificate by eliminating the use of paper and stamp.

- Re claims 29 and 56: Jovicic further discloses the server computer (i.e., Internet Coupon server) is programmed to transmit the gift certificate (i.e., coupon) to the second client computer (i.e., user's computer), which in turn is programmed to forward the gift certificate (i.e., coupon) to the first client computer (i.e., vendor's computer) (see col. 8, lines 18-22). Thus, it would have been obvious to one of ordinary skill in the art to further modify the system and the method of Sirbu by adopting the teaching of Jovicic as desired to send the gift certificate faster and to reduce the overall cost of issuing the gift certificate by eliminating the use of paper and stamp.

- Re claims 30 and 57: Jovicic discloses the server computer (i.e., 124) programmed to create the serial number of the gift certificate before transmitting the gift certificate to the second client computer (see col. 2, lines 48-52). Thus, it would have been within the level of ordinary skill in the art to further modify the system and the method of Sirbu by adopting the

teaching of Jovicic to facilitate the step of determining whether the digital coupon has been previously used or not.

- Re claims 31 and 58: Jovicic discloses the server computer (i.e., 124 and 134) programmed to create the serial number of the gift certificate before transmitting the gift certificate to the second client computer (see col. 2, lines 48-52) and programmed to ensure check the serial number whether it has been used previously upon receiving the gift certificate from the first client computer (see col. 6, lines 24-32). Thus, it would have been within the level of ordinary skill in the art to further modify the system and the method of Sirbu by adopting the teaching of Jovicic to facilitate the step of determining whether the digital coupon has been previously used or not.

- Re claims 32 and 59: Christensen further teaches the transmission of the gift certificate to the server (i.e., coupon brokerage house) before the server transmits the gift certificate to the client (see col. 12, lines 12-30). Thus, it would have been obvious to one of ordinary skill in the art to further modify the claimed system and the method by adopting the teaching of Christensen as desired.

- Re claims 33 and 60: None of the cited references discloses the gift certificate is in the form of an order acceptance request that includes extension information indicating that the order acceptance request is a gift certificate. However, Official Notice is taken that making the gift certificate in the form of an order acceptance request that includes extension information indicating that the order acceptance request is a gift certificate was well-known practice to

those skill in the business art at the time of applicants' invention, e.g., a gift certificate (i.e., a check) from one long distance telephone company mailed to a customer that bears information indicating that the order acceptance request is a gift certificate (i.e., by endorsing the back of the check to cash in, the customer will use the company that issued the check for his/her long distance telephone service).

9. Claims 3, 13-15, 17, 18, 20-22, 37, 40-42, 44, 45, and 47-49 are rejected under 35 U.S.C. 103(a) as being unpatentable over Sirbu in view of Goldhaber and Mital.

- Re claims 3 and 37: Sirbu discloses an electronic commerce system (i.e., apparatus for purchasing and delivering goods) having a client computer (10), a server computer (12 and 16) interconnected to the client computer (10) by a public packet switched communications network (i.e., Internet), wherein the client computer (10) is programed to transmit to the server computer (12 and 16) an order acceptance request comprising a plurality of terms or conditions of a proposed offer for a purchase protected by cryptographic security codes and the server computer (12 and 16) is programed to process the order acceptance request based on preprogramed criteria (i.e., negotiating step) including authentication of the cryptographic codes (see col. 1, line 61-col. 2, line 62). Further, Sirbu discloses the claimed method of processing order acceptance requests in the electronic commerce system (col. 1, line7 - col. 2, line 62). Thus, the system and the method of Sirbu differ from the construction claimed in the following respect: Sirbu does not explicitly disclose that the message transmitted between the client computer and the server computer includes a plurality of modular elements individually

protected by cryptographic security codes and at least one of the modular elements individually protected by a cryptographic security code being a coupon. However, Goldhaber teaches the use of service information (i.e., a digital coupon) to get customers' attention (see col. 4, lines 32-35 and col. 11, lines 11-15) and Mital teaches the use of a secured transaction system, wherein the message transmitted between the client computer and the server computer includes a plurality of modular elements individually protected by cryptographic security codes to preserve transaction confidentially while allowing low-cost, easily accessible networks to provide routing, backup and auditing services (col. 3, lines 29-40). Thus, it would have been obvious to one of ordinary skill in the art to modify the system and method of Sirbu by adopting the teachings of Goldhaber and Mital to get customers' attention (see col. 4, lines 32-35 and col. 11, lines 11-15) to preserve transaction confidentially while allowing low-cost, easily accessible networks to provide routing, backup and auditing services. Further, it would have been obvious to one having ordinary skill in the art at the time the invention was made to employ separate protection security codes for each element rather than one protection security code for the entire elements, since it has been held that constructing a formerly integral structure in various elements involves only routine skill in the art. *Nerwin v. Erlichman*, 168 USPQ 177, 179.

- Re claims 13 and 40: Sirbu discloses the digital coupon (i.e., a credential) which is configured to be used by any coupon holder that possesses the digital coupon, and wherein the server computer is programmed to accept the digital coupon without regard to identity of the coupon holder (see col. 14, lines 58-61).

- Re claims 14 and 41: Sirbu states that the credential (i.e., digital coupon) may optionally be restricted for use on a specific account (see col. 14, line 58 - col. 15, line 9).

- Re claims 15 and 42: In step 1 of Sirbu, the credential (i.e., digital coupon) is presented to merchants in the price request phase of the transaction protocol.

- Re Claims 17 and 44: Sirbu discloses the server computer programmed to authenticate authority of the client computer using a basis authentication method (see col. 13, lines 35-39).

- Re claims 18 and 45: Sirbu discloses the server computer programmed to authenticate authority of the client computer using a client certificate (i.e., credential containing cryptographic checksum of the account number: col. 14, line 58-67).

- Re claims 20 and 47: Sirbu discloses the server computer programmed to set at least one term of the order acceptance based on whether the digital coupon (i.e., a credential issued to a customer) is present in the order acceptance request (see col. 15, lines 15-18)

- Re claims 21 and 48: Sirbu discloses the system having the at least one term of the order acceptance response being a price (see col. 1, lines 45-66).

- Re claims 22 and 49: Sirbu discloses the server computer programmed to set at least one term of the order acceptance response based on whether the digital coupon (i.e., a

credential issued to a customer) in the order acceptance request is particular type of digital coupon (see col. 15, lines 15-20).

10. Claims 23, 26, 27, 50, 53, and 54 are rejected under 35 U.S.C. 103(a) as being unpatentable over Sirbu in view of Goldhaber and Mital as applied to claims 3 and 37 above, and further in view of Christensen et al. (Christensen hereinafter: US PAT. 5,710,886).

- Re claims 23 and 50: None of Sirbu, Goldhaber and Mital explicitly disclose the digital coupon being a gift certificate. However, Christensen shows that a gift certificate is an equivalent item known in the art (see the Abstract). Therefore, because these two items were art-recognized equivalents at the time the invention was made, one of ordinary skill in the art would have found it obvious to substitute the gift certificate for the digital coupon.

- Re claims 26 and 53: Goldhaber further discloses the client computer (104) programed to display an icon of the gift certificate and to initiate order acceptance request after a recipient of the gift certificate clicks on the icon (see col. 11, lines 8-44). Thus, it would have been obvious to one of ordinary skill in the art to employ the icon for the gift certificate to the claimed system and the method as taught by Goldhaber to facilitate the transaction of the coupon in the claimed system and the method.

- Re claims 27 and 54: Goldhaber further discloses a merchant computer programed to interact with the client computer by clicking on the icon (see col. 11, lines 32-38). Thus, it would have been obvious to one of ordinary skill in the art to employ the icon for the gift

certificate to the claimed system and the method as taught by Goldhaber to facilitate the transaction of the coupon in the claimed system and the method.

Response to Arguments

11. Applicant's arguments filed January 11, 2002 have been fully considered but they are not persuasive.

In response to applicant's arguments against the references individually, one cannot show nonobviousness by attacking references individually where the rejections are based on combinations of references. See *In re Keller*, 642 F.2d 413, 208 USPQ 871 (CCPA 1981); *In re Merck & Co.*, 800 F.2d 1091, 231 USPQ 375 (Fed. Cir. 1986).

12. Applicant's amendment necessitated the new ground(s) of rejection presented in this Office action. Accordingly, **THIS ACTION IS MADE FINAL**. See MPEP § 706.07(a). Applicant is reminded of the extension of time policy as set forth in 37 CFR 1.136(a).

A shortened statutory period for reply to this final action is set to expire THREE MONTHS from the mailing date of this action. In the event a first reply is filed within TWO MONTHS of the mailing date of this final action and the advisory action is not mailed until after the end of the THREE-MONTH shortened statutory period, then the shortened statutory period will expire on the date the advisory action is mailed, and any extension fee pursuant to 37 CFR 1.136(a) will be calculated from the mailing date of the advisory action. In no event,

however, will the statutory period for reply expire later than SIX MONTHS from the date of this final action.

13. Any inquiry concerning this communication or earlier communications from the examiner should be directed to Hyung S. Sough whose telephone number is (703) 308-0505. The Examiner can normally be reached Monday-Friday from 8:30 AM - 4:00 PM EST.

If attempts to reach the Examiner by telephone are unsuccessful, The Examiner's Supervisor, James P Trammell, can be reached on (703) 305-9768.

Any inquiry of a general nature or relating to the status of this application should be directed to the Group receptionist whose telephone number is (703)305-3900. The Group Fax number is (703) 308-1396.

Hyung S. Sough
Primary Examiner
Art Unit 2161

shs
March 16, 2002